

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441216

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Air Educators Inc.		08/18/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Twin Brook Capital Partners, LLC		
Street Address:	300 South Wacker Drive		
Internal Address:	Suite 3500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4212323	LEARN ONLINE - LIVE OUTDOORS	
Registration Number:	4634494	HUNTERCOURSE.COM	
Registration Number:	4627093	HE TOOLS	
Registration Number:	4248208	FRESH AIR EDUCATORS	
Registration Number:	4857143	BOATER EXAM	
Registration Number:	4938158	BOATER EXAM	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212.326.3661		
Email:	mkobb@jonesday.com, kbaird@jonesday.com		
Correspondent Name:	Michael W. Kobb		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	576818-620004		
NAME OF SUBMITTER:	Michael W. Kobb		
SIGNATURE:	/Michael W. Kobb/		

CH \$165.00 4212323

DATE SIGNED:	08/30/2017
---------------------	------------

Total Attachments: 5

source=3a. Kalkomey - Trademark Security Agreement (Fresh Air Educators)#page1.tif

source=3a. Kalkomey - Trademark Security Agreement (Fresh Air Educators)#page2.tif

source=3a. Kalkomey - Trademark Security Agreement (Fresh Air Educators)#page3.tif

source=3a. Kalkomey - Trademark Security Agreement (Fresh Air Educators)#page4.tif

source=3a. Kalkomey - Trademark Security Agreement (Fresh Air Educators)#page5.tif

TRADEMARK SECURITY AGREEMENT

August 18, 2017

WHEREAS, Fresh Air Educators Inc, a Canadian entity (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1;

WHEREAS, reference is made to that certain Amended and Restated Credit Agreement, dated as of August 4, 2017 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Kalkomey Enterprises, LLC, Kalkomey Enterprises Canada Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Twin Brook Capital Partners, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Canadian Guarantee and Collateral Agreement, dated as of August 4, 2017 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among the grantors party thereto and Twin Brook Capital Partners, LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date set forth above.

GRANTOR:

FRESH AIR EDUCATORS INC.,


By: 

Name: Jason Alexander

Title: President

ACKNOWLEDGED:
as of the date first written above.

**TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent**

By: 
Name: Drew Guyette
Title: Chief Credit Officer

SCHEDULE 1
to
Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

TRADEMARK APPLICATIONS

Country	Mark	Application No.	Registration No.
United States	BOATER EXAM (1)		4938158
United States	BOATER EXAM (2)		4857143
United States	FRESH AIR EDUCATORS		4248208
United States	HE TOOLS		4627093
United States	HUNTERCOURSE.COM		4634494
United States	LEARN ONLINE - LIVE OUTDOORS		4212323